

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Maurice Black Sonja Michelle Brown-Black	DEFENDANTS Citibank, N.A.; Ocwen Loan Servicing, LLC; Nectar Projects, Inc.			
ATTORNEYS (Firm Name, Address, and Telephone No.) Mitchell Goldstein & Jason Krumbein, Krumbein Consumer Legal Services, Inc., 1650 Willow Lawn Drive, Suite 300, Richmond, VA 23230, 804-673-4358	ATTORNEYS (If Known)			
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Strip an unsecured lien under 11 U.S.C. 506				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$			
Other Relief Sought				

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Maurice Black and Sonja Michelle Brown-Black		BANKRUPTCY CASE NO. 3:10-bk-33207-DOT
DISTRICT IN WHICH CASE IS PENDING Eastern District of Virginia	DIVISION OFFICE Richmond	NAME OF JUDGE D.O. Tice
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Mitchell P. Goldstein, Esq., VSB 40613		
DATE October 13, 2010	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Mitchell P. Goldstein, Esq.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 104, the Adversary Proceeding Cover Sheet, *unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

*Per LBR 7003-1, in the EDVA, a properly completed Adversary Proceeding Cover Sheet is required.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

**In Re: Maurice Black
Sonja Michelle Brown-Black,
Debtors.**

**Case No. 3:10-bk-33207-DOT
Chapter 13**

**Maurice Black and Sonja Michelle Brown-Black,
Plaintiffs.**

v.

APN: 3:10-AP-_____-DOT

**Citibank, N.A., as Trustee for the registered holders of Structured Asset Securities
Corporation, Mortgage Pass-Through Certificates, Series 2006-S2,
Ocwen Loan Servicing, LLC
Nectar Projects, Inc.
Defendants.**

**COMPLAINT OF THE DEBTOR PURSUANT TO 11 U.S.C. SECTION 506(a)
AND BANKRUPTCY RULE 3012 TO DETERMINE THE VALUE OF
SECURITY AND CREDITOR'S ALLOWED SECURED CLAIM**

COME NOW the Plaintiffs, by counsel, and for her complaint respectfully represents as follows:

1. This is an action brought by the Plaintiff pursuant to 11 U.S.C. § 506(a) and F.R.Bankr.P. 3012 to determine the value of the interest of the Defendants in the residential real estate of the debtor and determine the amount of the allowed secured claim of the Defendants.

JURISDICTION, VENUE AND CORE PROCEEDING

2. The Plaintiffs allege that this is a core proceeding as that term is defined by 28 U.S.C. § 157(b)(2) in that it concerns claims and matters arising out of the administration of this bankruptcy case and rights duly established under Title 11 of the United States Code and other applicable federal law.

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Krumbein Consumer Legal Services, Inc.
1650 Willow Lawn Drive, Suite 300
Richmond, VA 23230
804.673.4358 office, 804.673.4350 fax

3. The Plaintiffs further allege that this Court has both personal and subject matter jurisdiction to hear this case pursuant to 28 U.S.C. § 1334, 28 U.S.C. § 157(b)(2).
4. The Plaintiffs further allege that venue is properly laid in this district pursuant to 28 U.S.C. §1391 (b) and (c).

PARTIES

5. Plaintiffs Maurice Black and Sonja Michelle Brown-Black (the “Plaintiffs”) are Debtors-in-Bankruptcy pursuant to 11 U.S.C. §101(13).
6. Upon information and belief, defendant, Citibank, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-S2 (“Citibank”), is the current owner of a note and second deed of trust on the plaintiffs’ property and is a creditor, pursuant to 11 U.S.C. §101(10)(A).
7. Upon information and belief, defendant Citibank is a National Bank that may be served at its corporate headquarters at the office of its Executive Vice President and Director Alan S. MacDonald, 399 Park Avenue, New York, New York 10043.
8. Upon information and belief, defendant, Ocwen Loan Servicing, LLC, (hereinafter “Ocwen”) is the servicer of that note.
9. Upon information and belief, defendant Ocwen is a Delaware LLC, registered with the State Corporation Commission, with a Registered Agent, and may be served at Corporation Service Company, 11 S. 12th Street, P.O. Box 1463, Richmond, VA 23218
10. 4701 Cox Road, Suite 301, Glen Allen, VA 23060.
11. Upon information and belief, defendant Nectar Projects, Inc., is the Trustee under a recorded Deed of Trust allegedly held by defendant Citibank, successor to the now-bankrupt/defunct Lehman Brothers Bank, FSB.

12. Upon information and belief, defendant Nectar Projects, Inc. is a Virginia Corporation, registered with the State Corporation Commission, with a Registered Agent, and may be served at Tina B. McDaniel, 104 N. Bailey Lane, Suite 100 Purcellville, VA 20132.

FACTS

13. Plaintiffs commenced this case by filing, on May 3, 2010, a voluntary petition for relief under Chapter 13 of Title 11 of the United States Code, in the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division.
10. The Plaintiffs own real estate situated in the County of Henrico, Virginia known as 2818 Skelton Street by way of Deed recorded in the Circuit Court of the County of Henrico, Virginia in Book 4103 at Page 0394. The legal description of that property is as follows:

ALL THAT CERTAIN LOT PIECE OR PARCEL OF LAND WITH ALL
THE IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO
BELONGING, LYING AND BEING IN HENRICO COUNTY,
VIRGINIA AND DESIGNATED AS LOT 1, BLOCK D, SECTION C,
ON THE PLAN OF CLARENDON SUBDIVISION, WHICH PLAN IS
OF RECORD IN PLAT BOOK 36, PAGES 48 AND 49, IN THE
CLERK'S OFFICE CIRCUIT COURT OF HENRICO COUNTY,
VIRGINIA, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR
A MORE PARTICULAR DESCRIPTION OF THE SAID LOT.

11. Defendant Citibank is the alleged assignee of a promissory note executed by Plaintiffs secured by a Deed of Trust executed by the Plaintiff and recorded in Book 4103 at Page 0420.
- a.) The original holder for the Deed of Trust was the now-bankrupt/defunct Lehman Brothers Bank, FSB.
- b.) The Trustee for the Deed of Trust is defendant Nectar Projects, Inc.
- c.) The servicing company for the note is defendant Ocwen.

12. At the time of the Bankruptcy, the principal residence was worth no more than \$137,000 per Schedule A of the petition. According to a recent appraisal, it is actually worth approximately \$135,000 (see Exhibit "A"). The property was subject to a first Deed of Trust recorded in Book 4103 at Page 0396 with a payoff of approximately \$139,535.24 (see Exhibit "B").
13. No security exists for any Deed of Trust other than the first. All liens other than the first deed of trust are not "secured only by a security interest in real property that is the debtor's principal residence." Therefore, the Plaintiff is not barred from modifying their rights under 11 U.S.C. 1322(b)(2).
14. Pursuant to 11 U.S.C. Section 506(a), the Defendants have no allowable secured claim regarding the claim for the second mortgage loan on the subject real estate.

OBJECTION TO PROOF OF CLAIM

15. The Plaintiffs reallege all facts previously stated.
16. On May 11, 2010, defendant Ocwen filed Proof of Claim 1 with a copy of the Deed of Trust endorsed in blank from Lehman Brothers.
17. Any timely filed claim of the Defendants for the second mortgage loan is allowable only as an unsecured claim and to the extent that no such claim was filed, the Defendant has no claim against this estate.
18. Claim number 1, filed by defendant Ocwen on behalf of defendant Citibank should be disallowed as secured claim and allowed only as an unsecured claim.

WHEREFORE, the Plaintiff respectfully requests of the Court as follows:

- A. That this Court determine that the Defendants have no secured interest for the loan secured by the second deed of trust on the residential real estate of the Debtors/Plaintiffs;
- B. That this Court order the Defendants to cancel the second mortgage lien on the residential real estate of the debtor pursuant to 11 U.S.C. § 506(d), immediately upon the entry of the Discharge Order and deliver the same to the attorney for the Debtors/Plaintiffs within 20 days from the date of the entry of the said order at no charge or fee for the aforesaid cancellation and delivery;
- C. That this Court direct the Trustee that any timely filed proof of claim of the Defendants for the second mortgage lien be treated as an unsecured claim under the plan;
- D. That the attorney for the Plaintiffs be awarded reasonable legal fees;
- E. That the Plaintiffs have such other and further relief as to the Court may seem just and proper.

Respectfully Submitted,

MAURICE BLACK
SONJA MICHELLE BROWN-BLACK

BY COUNSEL: /s/ Mitchell P. Goldstein, Esq.
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1650 Willow Lawn Drive, Suite 300
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804.673.4358 office, 804.673.4350 fax



APPRAISAL OF REAL PROPERTY

LOCATED AT:

2818 Skelton St
CLARENDON SC C BL D LT 1 7 A1 22
Richmond, VA 23223-1128

FOR:

Krumbein Consumer Legal Services, Inc
1650 Willow Lawn Drive
Richmond, VA 23230

AS OF:

September 16, 2010

BY:

Nelson Pollard
Certified Residential Appraiser

Nelson Pollard
Pollard Appraisals, LLC
POB 1131
Mechanicsville, VA 23111

Krumbein Consumer Legal Services, Inc
1650 Willow Lawn Drive
Richmond, VA 23230

Re: Property: 2818 Skelton St
Richmond, VA 23223-1128
Borrower: Maurice M & Sonya Black
File No.: 2010-044

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Nelson Pollard
Certified Residential Appraiser

Client	Krumbein Consumer Legal Services, Inc			File No.	2010-044
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				

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Uniform Residential Appraisal Report

File # 2010-044

SUBJECT

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	2818 Skelton St	City	Richmond	State	VA	Zip Code	23223-1128
Borrower	Maurice M & Sonya Black	Owner of Public Record	Maurice M & Sonya Black	County	Henrico		
Legal Description	CLARENDON SC C BL D LT 1 7 A1 22						
Assessor's Parcel #	805-735-5962	Tax Year	2010	R.E. Taxes \$	1,266.72		
Neighborhood Name	Clarendon	Map Reference	8012-F4	Census Tract	2010.01		
Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		Special Assessments \$	00.00	<input type="checkbox"/> PUD	HOA \$	<input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Establish market value for bankruptcy case.						
Lender/Client	Krumbein Consumer Legal Services, Inc Address 1650 Willow Lawn Drive , Suite 300, Richmond, VA 23230						
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). MLS.							

CONTRACT

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$	N/A	Date of Contract		Is the property seller the owner of public record?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)	
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If Yes, report the total dollar amount and describe the items to be paid.							

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	90 %
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	20	Low New	Multi-Family	5 %
Neighborhood Boundaries		See attached addenda.		180	High 70	Commercial	5 %
				104	Pred. 25	Other	%

Neighborhood Description The subject property is in an older quite neighborhood, that is convenient to major intersection and thoroughfare that leads to Richmond and US 64 and Near US 295. most of the homes are smaller mid 60's ranch homes with new homes being built near by.

Market Conditions (including support for the above conclusions) The area has been impacted by the decline in the real estate market, but demand in the area is maintained due to the size of the homes since it is an area where new home owners can start their real estate interest. The average sales price for homes sold in the last 12 months was \$103,788, those homes currently active in the sales market average price is \$104,760.

Dimensions See attached zoning map Area 0.5 acres Shape Square View Other Homes

Specific Zoning Classification R-3 Zoning Description Single Family Residential (Suburban)

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

SITE

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley None	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 51087C0135C FEMA Map Date 12/18/2007

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

IMPROVEMENTS

General Description	Foundation		Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab	<input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Brick-Average	Floors	Carpt/Vinyl Avg
# of Stories 1	<input type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	Brick/Average	Walls	Panel/Sheet/Avg
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	Crawl Space sq.ft.	Roof Surface	Comp-Avg	Trim/Finish	Wd Stain/Avg
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	%	Gutters & Downspouts	Aluminum-Avg	Bath Floor	Tile/Avg
Design (Style) Ranch	<input type="checkbox"/> Outside Entry/Exit	<input type="checkbox"/> Sump Pump	Window Type	Db Hung-/Gd	Bath Wainscot	Tile/Avg
Year Built 1968	Evidence of <input type="checkbox"/> Infestation		Storm Sash/Insulated	Vinyl-Yes	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 15	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	Alumium/Average	<input checked="" type="checkbox"/> Driveway	# of Cars 1
Attic <input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input checked="" type="checkbox"/> Radiant		Amenities	<input type="checkbox"/> Woodstove(s) #	Driveway Surface	Asphalt-Average
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other	Fuel Electric	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input checked="" type="checkbox"/> Fence Chain Link	<input checked="" type="checkbox"/> Garage	# of Cars 1
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning		<input checked="" type="checkbox"/> Patio/Deck	Patio	<input checked="" type="checkbox"/> Porch Front	<input type="checkbox"/> Carport
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other		<input type="checkbox"/> Pool	<input type="checkbox"/> Other	<input type="checkbox"/> Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in

Appliances ☒ Refrigerator ☒ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☒ Washer/Dryer ☐ Other (describe)

Finished area **above** grade contains: 5 Rooms 2 Bedrooms 1.5 Bath(s) 1,271 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Thermal windows, security system.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject property is in good condition. the home has 2 bedrooms and den with good size living room with wood burning fireplace and eat in kitchen. In addition, the home has an attached utility room with 1/2 bath, its den has real wood panel walls.The home sits on a very large lot (one half acre) with usable 1 car garage. the landscaping around the home is well maintained and a front masonry porch.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Uniform Residential Appraisal Report

File # 2010-044

SALES COMPARISON APPROACH

There are 45 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 53,900 to \$ 159,500 .										
There are 53 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 29,900 to \$ 145,000 .										
FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	2818 Skelton St Richmond, VA 23223-1128	1700 Zephyer Rd Richmond, VA 23222-1554			3109 Aldersgate DR Richmond, VA 23223			2207 Arbor DR Richmond, VA 23222		
Proximity to Subject		1.29 miles NW			0.23 miles SE			0.81 miles NW		
Sale Price	\$ N/A		\$ 127,000		\$ 145,000		\$ 119,500			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 100.24 sq.ft.		\$ 117.31 sq.ft.		\$ 89.18 sq.ft.				
Data Source(s)		MLS/Tax Records			MLS/Tax Records			MLS/Tax Records		
Verification Source(s)		External Viewing/MLS			External Viewing/MLS			External Viewing/MLS		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment			
Sales or Financing Concessions		FHA New		Conventional		Conventional				
Date of Sale/Time		06/15/2010		09/03/2010		03/31/2010				
Location	Clarendon	Springdale		Clarendon		See attached ad				
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple				
Site	0.5 acres	0.3581 acres		0.42 acres		0.31 acres				
View	Other Homes	Other Homes		Other Homes		Other Homes				
Design (Style)	Ranch	Ranch		Ranch		Ranch				
Quality of Construction	Average	Average		Good		Average				
Actual Age	42	54		44		50				
Condition	Average	Average		Good	-5,000	Average				
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths				
Room Count	5 2 1.5	7 3 2	-2,500	6 3 1.5		7 3 1.5				
Gross Living Area	1,271 sq.ft.	1,267 sq.ft.	0	1,236 sq.ft.	0	1,340 sq.ft.	0			
Basement & Finished Rooms Below Grade	Crawl Space	Crawl Space		Crawl Space		Crawl Space				
Functional Utility	Average	Average		Average		Average				
Heating/Cooling	Radiant/CAC	Forced Air/CAC		Radi/CAC		HeatPmp/CAC	-2,000			
Energy Efficient Items	Thermal window	None noted	+2,000	None noted	+2,000	None Noted	+2,000			
Garage/Carport	1 Car Garage	1 car garage		None	+5,000	Det2 car garage	-5,000			
Porch/Patio/Deck	Porch/Pto/Fenc	Pto/Fence	+3,000	Patio/Fence	+3,000	Enclsd Porch	-5,000			
Days on Market	N/A	DOM 5		DOM 32		DOM 166				
Other	Security System	None	+1,000	None	+1,000	None				
Net Adjustment (Total)		⊠ + □ -	\$ 3,500	⊠ + □ -	\$ 6,000	□ + ⊠ -	\$ -10,000			
Adjusted Sale Price of Comparables		Net Adj. 2.8 % Gross Adj. 6.7 %	\$ 130,500	Net Adj. 4.1 % Gross Adj. 11.0 %	\$ 151,000	Net Adj. 8.4 % Gross Adj. 11.7 %	\$ 109,500			

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) MLS/Tax Records

My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) MLS/Tax Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	04/12/2006	02/01/2000	12/19/2003	09/23/2002
Price of Prior Sale/Transfer	\$159,000	\$0	\$119,000	\$119,950
Data Source(s)	MLS/Tax Records	MLS/Tax Records	MLS/Tax Records	MLS/Tax Records
Effective Date of Data Source(s)	9/13/2010	09/15/2010	09/15/2010	09/15/2010

Analysis of prior sale or transfer history of the subject property and comparable sales Comparables 1-3 did not have any prior sales. However, comparables 4-6 all have prior sales that had foreclosures.

Summary of Sales Comparison Approach The subject property area has been impacted by the down turn in the real estate market, and has also suffered a number of home foreclosures in the market that have influenced the overall sales market in the subject area.Comparable #2 has a new dimensional shingle roof (condition adjustment).

Indicated Value by Sales Comparison Approach \$ 135,000

Indicated Value by: Sales Comparison Approach \$ 135,000 Cost Approach (if developed) \$ 146,565 Income Approach (if developed) \$

The Sales Comparison, Cost Approach was considered. The most significant factor in this area were the market conditions.The subject property was most like comparables 1-3. The income method was not used because home were owner occupied.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 135,000 ,as of September 16, 2010 , which is the date of inspection and the effective date of this appraisal.

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ADDITIONAL COMMENTS

The appraisal is for the restricted use of the owner and his attorney and related parties concerning the owners bankruptcy case and is not for the purposes of obtaining a financial mortgage.

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The land values is based on Appraisers experience and recent land sales in the area: MLS#: 1008658 for 1410 Pensacola Ave for \$13,000 on 08/17/2010 (0.5135 acres) .

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE.....= \$ 25,000		
Source of cost data Marshall & Swift - Residential Cost Handbook	DWELLING 1,271 Sq.Ft. @ \$ 87.66	= \$	111,416
Quality rating from cost service Average Effective date of cost data 12/2009	rawl Space Sq.Ft. @ \$	= \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	= \$	
Cost data was developed from Marshall & Swift handbook and local sources. Site value estimated from land sales & analysis. Depreciation was also calculated using Marshall & Swift. Economic life estimated to be 45-50 years remaining.	Garage/Carport 280 Sq.Ft. @ \$ 38.11	= \$	10,671
	Total Estimate of Cost-New	= \$	122,087
	Less Physical Functional External		
	Depreciation 30,522	= \$(30,522)
	Depreciated Cost of Improvements	= \$	91,565
	"As-is" Value of Site Improvements	= \$	15,000
	Porch/Fence/Patio/Driveway/Landscape	= \$	15,000
Estimated Remaining Economic Life (HUD and VA only) 45 Years	INDICATED VALUE BY COST APPROACH	= \$	146,565

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market’s reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Nelson Pollard
Name Nelson Pollard
Company Name Pollard Appraisals
Company Address PO Box 1131, Mechanicsville, VA 23111-1131

Telephone Number (804) 730-9012
Email Address Pollard Appraisals@msn.com
Date of Signature and Report September 20, 2010
Effective Date of Appraisal September 16, 2010
State Certification # 4001 007773
or State License # _____
or Other (describe) _____ State # _____
State VA
Expiration Date of Certification or License 11/30/2011

ADDRESS OF PROPERTY APPRAISED
2818 Skelton St
Richmond, VA 23223-1128
APPRAISED VALUE OF SUBJECT PROPERTY \$ 135,000
LENDER/CLIENT
Name Jason Krumbein
Company Name Krumbein Consumer Legal Services, Inc
Company Address 1650 Willow Lawn Drive , Suite 300, Richmond, VA 23230
Email Address KrumbeinLaw@gmail.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

General Text Addendum

File No. 2010-044

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				

• **URAR : Comp 2 Location**

West Ravenswood

• **URAR : Neighborhood - Boundaries**

The subject property is near the nexus of the cross roads of Mechanicsville Turnpike and Laburnum Avenue, and is bounded by the Chickahominy River to the to the North, the City of Richmond/Henrico County boarder to the West, Creighton Road to the East and US 64 to the South.

Subject Photos

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				



Subject Front

2818 Skelton St
Sales Price N/A
Gross Living Area 1,271
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1.5
Location Clarendon
View Other Homes
Site 0.5 acres
Quality Average
Age 42



Subject Rear



Subject Street

Subject Photos Interior

Client	Krumbein Consumer Legal Services, Inc			
Property Address	2818 Skelton St			
City	Richmond	County	Henrico	State VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc			



Subject Interior

2818 Skelton St
Sales Price N/A
Gross Living Area 1,271
Total Rooms 5
Total Bedrooms 2
Total Bathrooms 1.5
Location Clarendon
View Other Homes
Site 0.5 acres
Quality Average
Age 42



Subject Interior



Subject Interior

Subject Photos Interior

Client	Krumbein Consumer Legal Services, Inc			
Property Address	2818 Skelton St			
City	Richmond	County	Henrico	State VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc			



Subject Interior

2818 Skelton St	
Sales Price	N/A
Gross Living Area	1,271
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1.5
Location	Clarendon
View	Other Homes
Site	0.5 acres
Quality	Average
Age	42



Subject Interior



Subject Interior

Subject Photos Other

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				



Subject Garage

2818 Skelton St	
Sales Price	N/A
Gross Living Area	1,271
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	1.5
Location	Clarendon
View	Other Homes
Site	0.5 acres
Quality	Average
Age	42



Subject Backyard



Subject Rear Patio

Comparable Photos 1-3

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				



Comparable 1

1700 Zephyr Rd
Prox. to Subject 1.29 miles NW
Sales Price 127,000
Gross Living Area 1,267
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2
Location Springdale
View Other Homes
Site 0.3581 acres
Quality Average
Age 54



Comparable 2

3109 Aldersgate DR
Prox. to Subject 0.23 miles SE
Sales Price 145,000
Gross Living Area 1,236
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1.5
Location Clarendon
View Other Homes
Site 0.42 acres
Quality Good
Age 44



Comparable 3

2207 Arbor DR
Prox. to Subject 0.81 miles NW
Sales Price 119,500
Gross Living Area 1,340
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 1.5
Location See attached addenda.
View Other Homes
Site 0.31 acres
Quality Average
Age 50

Comparable Photos 4-6

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				



Comparable 4

2822 Skelton Street
Prox. to Subject 0.06 miles E
Sales Price 149,900
Gross Living Area 1,326
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 2
Location Clarendon
View Other Homes
Site 0.51 acres
Quality Average
Age 43



Comparable 5

4003 Austin AVE
Prox. to Subject 0.87 miles NW
Sales Price 85,548
Gross Living Area 1,248
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1.5
Location Austin Heights
View Other Homes
Site 0.25 acres
Quality Average
Age 52

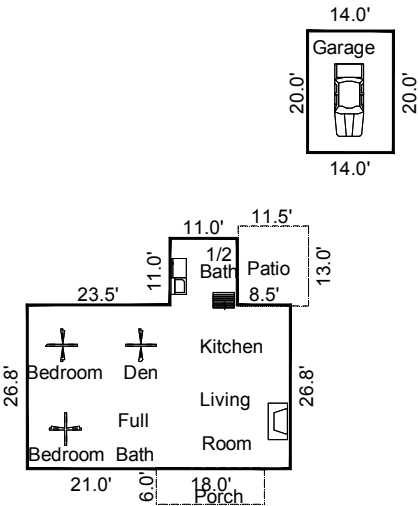


Comparable 6

3711 Martin AVE
Prox. to Subject 0.95 miles W
Sales Price 72,750
Gross Living Area 1,075
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 1
Location Austin Place
View Other Homes
Site 0.42 acres
Quality Average
Age 41

Building Sketch

Client	Krumbein Consumer Legal Services, Inc			
Property Address	2818 Skelton St			
City	Richmond	County	Henrico	State VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc			



Sketch by Apex IV™

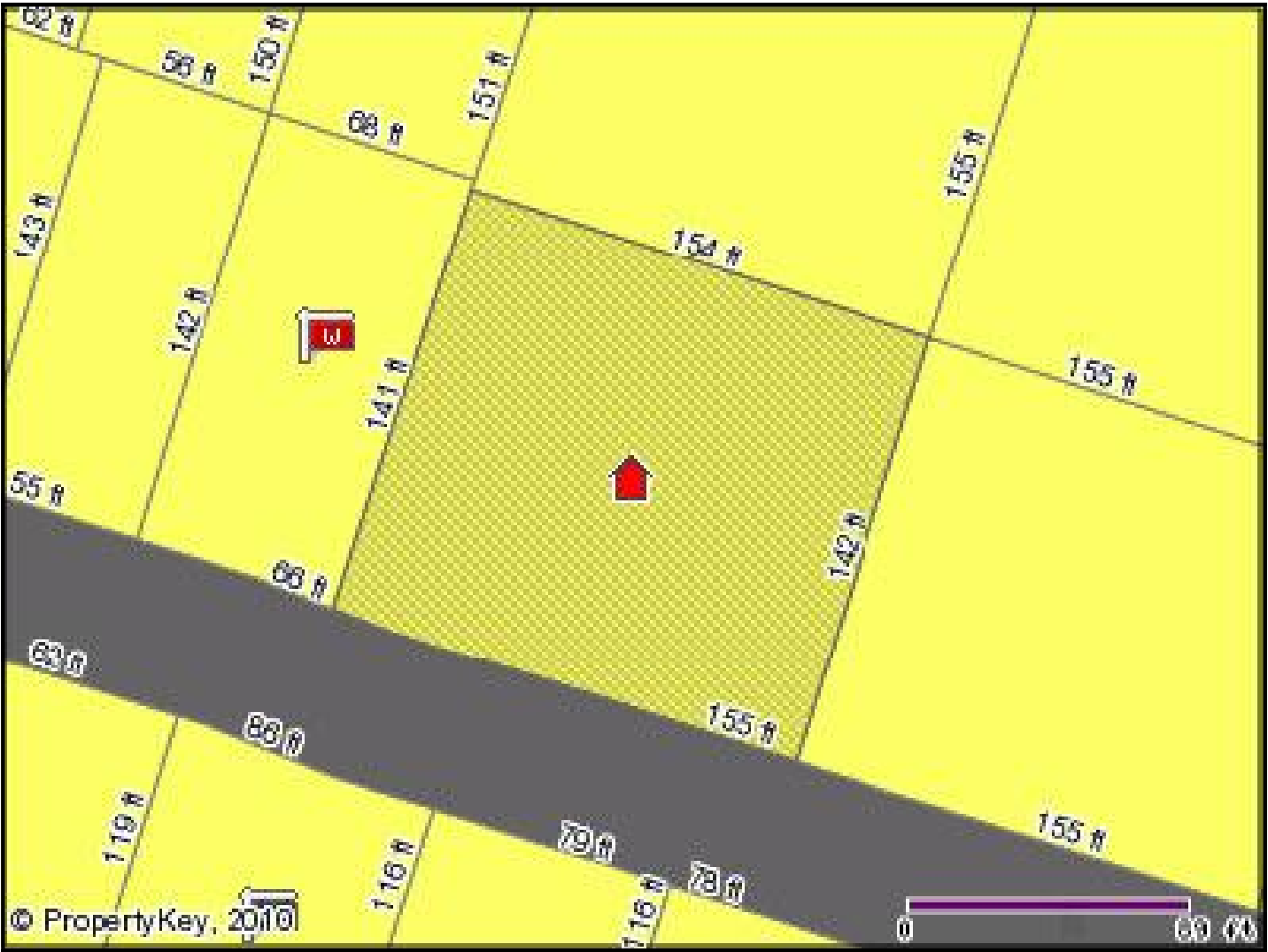
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1271.3	1271.3
P/P	Porch	108.0	
	Patio	149.5	257.5
GAR	Garage	280.0	280.0
Net LIVABLE Area		(Rounded)	1271

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
11.0	x	11.0	121.0
26.8	x	43.0	1150.3
2 Items			(Rounded)
			1271

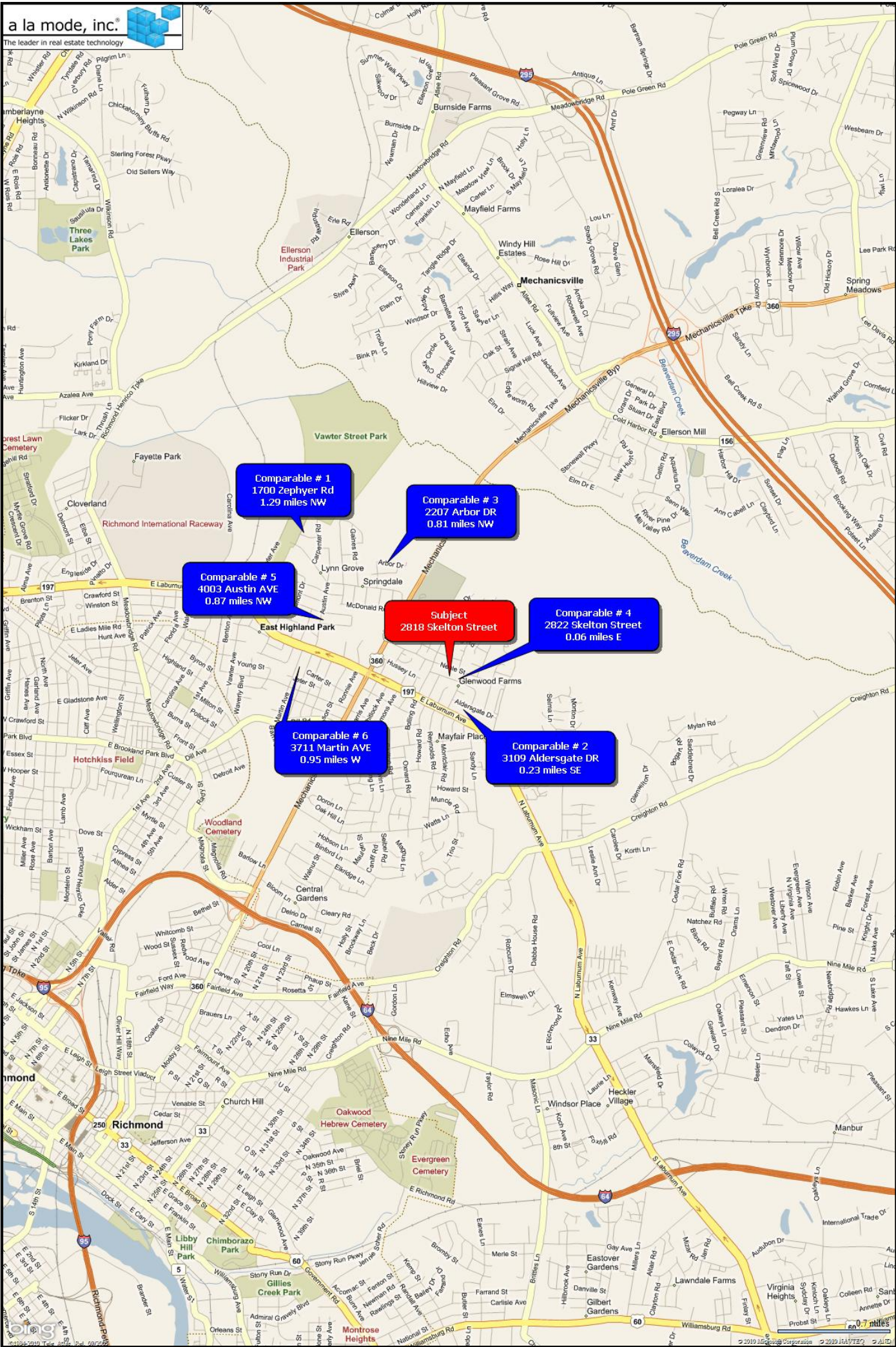
Zoning Map

Client	Krumbein Consumer Legal Services, Inc			
Property Address	2818 Skelton St			
City	Richmond	County	Henrico	State VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc			




Location Map

Client	Krumbein Consumer Legal Services, Inc			
Property Address	2818 Skelton St			
City	Richmond	County	Henrico	State VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc			



Flood Map

Client	Krumbein Consumer Legal Services, Inc				
Property Address	2818 Skelton St				
City	Richmond	County	Henrico	State	VA Zip Code 23223-1128
Lender	Krumbein Consumer Legal Services, Inc				



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www.interflood.com • 1-800-252-6633

Prepared for:
Pollard Appraisals

2818 Skelton Street
Richmond, VA 23223-1128

KEY TO NUMBER

- 1.....PRINCESS
- 2.....PRINCE RD
- 3.....PRINCE DA
- 4.....KINGS POI
- 5.....KINGS POI
- 6.....KING GEOF
- 7.....KING JAM
- 8.....QUEEN MA
- 9.....WATTS LA

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www.floodsource.com

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: <u>Maurice Black & Sonja Michelle Brown-Black</u>		Case Number: <u>10-33207-DOT</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Aurora Loan Services, LLC</u>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Post Office Box 1706 Scottsbluff, Nebraska 69363 ATTN: Brenda Fulk Telephone number: (800) 776-9361		Court Claim Number: <u>3</u> (If known)
Name and address where payment should be sent (if different from above):		Filed on: <u>6/2910</u>
Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u>\$ 139,535.24</u>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is entitled to priority, complete item 5.		Specify the priority of the claim.
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
2. Basis for Claim: <u>money loaned</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
3. Last four digits of any number by which creditor identifies debtor: <u>5137</u>		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
Describe: <u>2818 Skelton Street, Richmond, Va.</u>		Amount entitled to priority: \$ _____
Value of Property: \$ _____ Annual Interest Rate: <u>9.125%</u>		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Amount of arrearage and other charges as of time case filed included in secured claim, if any: <u>\$ 9,818.12</u> Basis for perfection: <u>deed of trust</u>		
Amount of Secured Claim: <u>\$ 139,535.24</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain:		
Date: <u>8/27/10</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Marvin A. Jaffe</u> Marvin A. Jaffe, attorney for creditor	FOR COURT USE ONLY

IN RE: Maurice Black
Sonja Michelle Brown-Black

Case No. 10-33207-DOT

BREAK DOWN OF PAYOFF

Principal balance as of 5/03/10	\$130,750.07
Accrued interest	7,025.13
Accrued late charges	133.74
Property inspection fees	36.00
Appraisal fee	95.00
Escrow advances	1,346.30
LESS: Suspense	- 1.00
Attorney's fee	<u>150.00</u>
TOTAL PAYOFF	\$139,535.24

BREAKDOWN OF ARREARS

Payments due November, 2009, through May, 2010, @ \$1,262.75 each	\$ 8,839.25
Accrued late charges	133.74
Escrow shortage	565.13
Property inspection fees	36.00
Appraisal fee	95.00
LESS: Suspense	- 1.00
Attorney's fee	<u>150.00</u>
TOTAL ARREARAGE	\$ 9,818.12

100025440003114482
0038015723**NOTE**

April 13, 2006

Date

RICHMOND

City

VIRGINIA

State

2818 SKELTON STREET,

RICHMOND,
Property Address

VIRGINIA

23223

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 31,800.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is LEHMAN BROTHERS BANK, FSB

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 12.250 %.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 333.24

I will make my payments on the first day of each month beginning on June

2006. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on May 1, 2036

I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 400 PROFESSIONAL DRIVE, SUITE 500
GAITHERSBURG, MD 20879

or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment, but not less than U.S. \$ 16.67 and not more than U.S. \$ 16.67. I will pay this late charge only once on any late payment.

(B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated April 13, 2006, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

VIRGINIA - SECOND MORTGAGE - 180 - FIMA/FHLMC UNIFORM INSTRUMENT

Form 394

Page 1 of 2

VMP MORTGAGE FORMS - (0000021-7001)

78(VA) (2004)

Initials

S/P M.B.

100025440003114482
0038015723

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. HOMESTEAD EXEMPTION

I waive my Homestead Exemption.

Sonya M. Black (Seal)
SONYA M. BLACK
-Borrower

Maurice Black (Seal)
MAURICE BLACK
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
LEHMAN BROTHERS HOLDINGS, INC.
WITHOUT RECOURSE
LEHMAN BROTHERS BANK, FSB

BY: *[Signature]* (Seal)
BLK W. BRIDGE
VICE PRESIDENT
-Borrower

PAY TO THE ORDER OF
Aurora Loan Services, LLC
WITHOUT RECOURSE
LEHMAN BROTHERS HOLDINGS INC. -Borrower
BY: *[Signature]* (Seal)
DENISE E. ELWELL
SENIOR VICE PRESIDENT
-Borrower

This is to certify that this is the Note described in and secured by a Deed of Trust dated
on the Property located in Henrico County, Virginia

APR 13 2006

(Sign Original Only)

My Commission Expires: 12/31/07

[Signature]
Notary Public

Instrument Control Number



0038015137

BK 4103PG0396

Commonwealth of Virginia

Land Record Instruments

Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1 0 83]

RECORD AND RETURN TO:
TRANSCONTINENTAL TITLE
5516 PALMOUTH ST. STE 303
RICHMOND, VA 23230

TAX
CORP
EXEMPT

Date of Instrument [4/13/2006]

Instrument Type [DOT]

Number of Parcels [1]

Number of Pages [22]

City ☐ County ☒ [Henrico County] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[Black]	[Sonja]	[M]	[]
[Black]	[Maunce]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
<input checked="" type="checkbox"/> [Nectar Projects Inc]	[]	[]	[TR]
<input type="checkbox"/> []	[]	[]	[]

Grantee Address (Name) [Nectar Projects Inc]
 (Address 1) [751 Miller Drive]
 (Address 2) [Suite G1]
 (City, State, Zip) [Leesburg] [VA] [20175]

Consideration [127,200 00] Existing Debt [0 00] Assumption Balance [0 00]

Prior Instr Recorded at City ☐ County ☒ [Henrico County] Percent in this Junis [100]
 Book [] Page [] Instr No []

Parcel Identification No (PIN) [805-735-5962]

Tax Map Num (if different than PIN) [805-735-5962]

Short Property Description [Lot 1, Block D, Section C, Clarendon]

Current Property Address (Address 1) [2818 Skelton Street]

(Address 2) []

(City, State, Zip) [Richmond] [VA] [23223]

Instrument Prepared By [Pamela Cioffi]

Recording Paid for By [Transcontinental Title Company]

Return Recording To (Name) [Transcontinental Title Company]

(Address 1) [5516 Falmouth Street]

(Address 2) [Suite 302]

(City, State, Zip) [Richmond] [VA] [23230]

Customer Case ID [27-74497 mnb] []

BK 4103PG0397

RECORD AND RETURN TO:
TRANSCONTINENTAL TITLE
5516 PALMOUTH ST, STE 303
RICHMOND, VA 23230

27-74497

Return To: **AURORA LOAN SERVICES, LLC**
601 5th Ave, PO Box 4000
Scottsbluff, NE 69362

Tax Map Reference #
805-735-5962
RPC/Parcel ID #

Prepared By **PAMELA CIOFFI**
AURORA LOAN SERVICES
400 PROFESSIONAL DRIVE, SUITE 500
GAITHERSBURG, MD 20879

ESCROW # 27 74497

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100025440003114458

The following information, as further defined below, is provided in accordance with Virginia law

This Deed of Trust is given by
SONJA M BLACK AND
MAURICE BLACK

Borrower (trustor), to

Nectar Projects Inc A VA Corporation

Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

LOAN #: 0038015137

VIRGINIA -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3047 1/01

1512-6A(VA) (0102)

Page 1 of 15

Initials

SMB/FMB

VMP MORTGAGE FORMS (800)821 7291



BK4103PG0398

(A) "Security Instrument" means this document, which is dated **April 13, 2006** together with all Riders to this document

(B) "Borrower" is
SONJA M BLACK AND
MAURICE BLACK

Borrower is the trustor under this Security Instrument

(C) "Lender" is **LEHMAN BROTHERS BANK, FSB**

Lender is a **Corporation**
 organized and existing under the laws of **UNITED STATES**
 Lender's address is **400 PROFESSIONAL DRIVE, SUITE 500, GAITHERSBURG, MD 20879**

(D) "Trustee" is **Nectar Projects Inc. A VA Corporation**

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia Trustee's address is
751 Miller Drive, Suite G1, Leesburg, VA, 20175
 "Trustee" is

Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia Trustee's address is

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns MERS is the beneficiary under this Security Instrument MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) "Note" means the promissory note signed by Borrower and dated **April 13, 2006**

The Note states that Borrower owes Lender

ONE HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED & 00/100 Dollars
 (U S \$ **127,200.00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 1, 2036** The interest rate stated in the Note is **EIGHT AND 125 THOUSANDTHS**

percent (**8 125** %)

If this Security Instrument is an adjustable rate mortgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

Initials *SMB*

BR 4103PG0399

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
PREPAY/ |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note plus (ii) any amounts under Section 3 of this Security Instrument

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

Initial *SMB/AS*

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the _____ County, _____ [Type of Recording Jurisdiction] of _____ [Name of Recording Jurisdiction]
Henrico

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof

which currently has the address of

2818 SKELTON STREET [Street]
RICHMOND [City/County], Virginia 23223 [Zip Code]
("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

SNB/MB

BK4103PG0410

23 Release Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee Trustee shall release this Security Instrument Borrower shall pay any recordation costs Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law

24 Substitute Trustee Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law

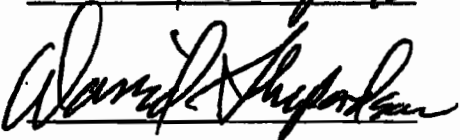
NOTICE THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED

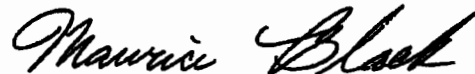
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Witnesses



 (Seal)
SONJA M. BLACK -Borrower



 (Seal)
MAURICE BLACK -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

BK 4103PG0411

STATE OF VIRGINIA, *HENRICO*

County, ss

The foregoing instrument was acknowledged before me this **APR 13 2006**

by

SONJA M. BLACK AND MAURICE BLACK

My Commission Expires

12/31/07

Notary Public



EXHIBIT "A"

3805137

27-00074497

ALL THAT CERTAIN LOT PIECE OR PARCEL OF LAND WITH ALL THE IMPROVEMENTS THEREON AND APPURTENANCES THEREONTO BELONGING, LYING AND BEING IN HENRICO COUNTY, VIRGINIA AND DESIGNATED AS LOT 1, BLOCK D, SECTION C, ON THE PLAN OF CLARENDON SUBDIVISION, WHICH PLAN IS OF RECORD IN PLAT BOOK 36, PAGES 48 AND 49, IN THE CLERK'S OFFICE CIRCUIT COURT OF HENRICO COUNTY, VIRGINIA, REFERENCE TO WHICH PLAT IS REQUEST MADE FOR A MORE PARTICULAR DESCRIPTION OF THE SAID LOT.